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FoxMind Canada Enterprises Ltd.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FOXMIND CANADA ENTERPRISES LTD.,

Plaintiff

v.

CHANGSHA FUSHENG TRADING CO., LTD., CHANGSHA
RUNFENG ELECTRONIC COMMERCE CO., LIMITED,
CHANGZHOU XICHEN DIAO TEXTILE CO., LTD.,
CHENGDU LANPINSHENG INTERNATIONAL TRADE CO.,
LTD., CHONGQING MENGYIGOU ELECTRONIC
COMMERCE CO., LTD., CHONGQING ZHENGFENG
TECHNOLOGY CO., LTD., CUTIECARE STORE, DONG
GUAN BOUTIQUE LIVING PRODUCT CO., LTD.,
DONGGUAN BOGAO SILICONE PRODUCTS CO., LTD.,
DONGGUAN CITY REWIN GIFT COMPANY LIMITED,
DONGGUAN MEINUO CRAFTS CO., LTD., DONGGUAN
QIAOTOU DONGSHANG SILICONE RUBBER MOLD
PRODUCTS FACTORY, DONGGUAN SANCAI PAPER CO.,
LTD., DONGGUAN SHENGDAO SILICONE RUBBER
PRODUCTS CO., LTD., DONGGUAN SHERO SPORTS
GOODS CO., LTD., DONGGUAN TIANWEI PRECISE
SILICONE PRODUCTS CO., LTD., DONGGUAN T-NICE
SILICONE TECHNOLOGY CO., LTD., DONGGUAN USTAR
GIFTS CO., LTD., DONGGUAN WELLFINE SILICONE
PRODUCTS CO., LTD., DONGGUAN XINYUE

**CIVIL ACTION No.
22-cv-885 (VSB)**

**FINAL DEFAULT
JUDGMENT AND
PERMANENT
INJUNCTION ORDER**

TECHNOLOGY CO., LTD., DONGGUAN YOUHANG RUBBER & PLASTIC PRODUCTS CO., LTD., DONGGUAN ZHENCAI TRADING CO., LTD., DONGYANG RUIFENG COMMODITY CO., LTD., FOSHAN JANMART DECORATION MATERIALS COMPANY LIMITED, FOSHAN LQJP TRADING CO., LTD., FOSHAN QUZHONGDAI ELECTRONIC TECHNOLOGY CO., LTD., FUJIAN TUOJIANG IOT TECHNOLOGY CO., LTD., GUANGZHOU RHING TRADING CO., LTD., GUANGZHOU SUNUP HOUSEWARE CO., LTD., GUANGZHOU YIMAI TRADING CO., LTD., HAINING HONGMO TECHNOLOGY CO., LTD., HAINING JINHU IMPORT & EXPORT CO., LTD., HANGZHOU DONGWANG TECHNOLOGY CO., LTD., HANGZHOU TONGHE TOYS CO., LTD., HANGZHOU WATERSY HOUSEWARE PRODUCTS CO., LTD., HANGZHOU YISHANG CLOTHING CO., LTD., HANGZHOU ZHULIANBIHE CROSS BORDER E-COMMERCE CO., LTD., HANGZHOU ZIRUI TRADING CO., LTD., HENAN 1ST CENTURY ROBOT CO., LTD., HUIZHOU DINGLI SILICONE RUBBER PRODUCTS CO., LTD., HUIZHOU HUAYUSI TECHNOLOGY CO., LTD., HUIZHOU SUAN TECHNOLOGY CO., LTD., I AM GROOT STORE, JI'AN ZHICAI PACKING PRODUCTS CO., LTD., JIANGXI RUIDA SHANGDIAN GARMENT CO., LTD., JINHUA SUOYI E-COMMERCE CO., LTD., JINHUA YIFAN ARTS AND CRAFTS CO., LTD., JINJIANG ODEN IMPORT&EXPORT CO., LTD, KEZAN STORE, KUNSHAN CHUANGHESHUANG AUTOMATION EQUIPMENT CO., LTD., MYSTICAL WISDO STORE, NANJING LITAMEI ENVIRONMENTAL PROTECTION EQUIPMENT CO., LTD., NINGBO BEILUN HAPPYFOAM CRAFT CO., LTD., NINGBO SEASONS IMPORT AND EXPORT CO., LTD., NINGBO VANCHAM BAGS & GIFTS CO., LTD., NINGBO YINZHOU YUANJUN IMP. & EXP. CO., LTD., NO STRESS STORE, POP IT OFFICIAL STORE, POPFIDGET TOY STORE, PROTECT HEALTHY STORE, QUALITY BOUTIQUE STORE, QUANZHOU NUMBERONE TEXTILE TECHNOLOGY CO., LTD., QUANZHOU RIQUAN TRADING CO., LTD., SHANDONG RUNYANG SUPPLY CHAIN MANAGEMENT CO., LTD., SHANGCHENG COUNTY HAIBAODA TRADING CO., LTD., SHANGHAI QICHANG TRADING CO., LTD., SHANGHAI YEXIANG NETWORK TECHNOLOGY LIMITED COMPANY, SHANTOU CITY CHENGHAI AREA YICHENG TOYS FACTORY, SHANTOU CITY LONGHU DISTRICT I WANT TO PLAY TOY WHOLESALE DEPARTMENT, SHANTOU

HONGTIAN ENVIRONMENTAL PROTECTION
 TECHNOLOGY CO., LTD., SHANTOU QILONG TOYS CO.,
 LTD., SHANTOU SUNYOK TOYS TECHNOLOGY CO.,
 LTD., SHENZHEN CYMAY GIFTS & PACKAGING
 FACTORY, SHENZHEN DINGFENG CHUANGYI
 TECHNOLOGY CO., LTD., SHENZHEN EKARICH
 INDUSTRIES CO., LTD., SHENZHEN EMIRY TRADING
 COMPANY LTD., SHENZHEN FANDTAI TECHNOLOGY
 COMPANY LIMITED, SHENZHEN FUTIAN DISTRICT
 YIDETONG TRADE FIRM, SHENZHEN GUANGMING
 QIYEHE TRADING FIRM, SHENZHEN HANWAN FOREIGN
 TRADE CO., LTD., SHENZHEN HAODAXIN
 TECHNOLOGY CO., LTD., SHENZHEN HENG YI XIN
 TECHNOLOGY CO., LTD., SHENZHEN HENG YOU FENG
 ELECTRONIC TECHNOLOGY CO., LTD., SHENZHEN JING
 TIAN HOUSEHOLD COMMODITY CO., LTD., SHENZHEN
 KAICHUANGTONG E-COMMERCE CO., LTD., SHENZHEN
 KONSDA TECHNOLOGY CO., LTD., SHENZHEN
 LAUDTEC ELECTRONICS CO., LTD., SHENZHEN
 LENGTHKEY TECHNOLOGY CO., LTD., SHENZHEN
 MERRYCOO INDUSTRIAL CO., LTD., SHENZHEN
 MYDEAR SILICONE PRODUCT CO., LTD., SHENZHEN
 PIPBAILV TECHNOLOGY CO., LTD., SHENZHEN
 SAIUER TECHNOLOGY CO., LTD., SHENZHEN
 SHENGKE AUTOMATION EQUIPMENT CO., LTD.,
 SHENZHEN SMARTIBM INDUSTRY CO., LTD.,
 SHENZHEN TAIJIXIANG TECHNOLOGY COMPANY
 LIMITED, SHENZHEN UMKU TRADING CO., LTD.,
 SHENZHEN XINTU SILICONE RUBBER PRODUCTS
 CO.,LTD, SHENZHEN YIYUE INDUSTRY AND TRADE CO.,
 LTD., SHENZHEN YOUWEIYOU PIN TECH CO., LTD.,
 SHENZHEN ZHIZHI BRAND INCUBATION CO., LTD.,
 SHIJIAZHUANG CEARTH IMP & EXP CO., LTD.,
 SHIJIAZHUANG YOUEN TECHNOLOGY CO., LTD.,
 SHOP4426029 STORE, SHOP5132075 STORE,
 SHOP911134294 STORE, SPEC-TECH (XIAMEN) CO., LTD.,
 TAIZHOU FU SAN SHU HANDICRAFT CO.,LTD., UTILLER
 (XIAMEN) IMP.&EXP. CO., LTD., WEIQU TONGXUN
 (GUANGZHOU) E-COMMERCE CO., LTD., WENZHOU
 TIMES ARTS&CRAFTS CO., LTD., WUHAN XINGBO
 TECHNOLOGY CO., LTD., WUXI CHRT ELECTRONIC
 TECHNOLOGY CO., LTD., XIAMEN 10TREES NETWORK
 TECHNOLOGY CO., LTD., XIAMEN GAOXINCHENG
 SILICONE COMPANY, XIAMEN GEXUAN SUPPLY CHAIN
 MANAGEMENT CO., LTD., XIAMEN GOEPP NETWORK
 TECHNOLOGY CO., LTD., XIAMEN HIPIE INDUSTRIAL

CO.,LTD, XIAMEN LVBIKE TRADING CO., LTD., XIAMEN MY-GIFT TECHNOLOGY CO., LTD., XIAMEN SUNGLAN IMP. & EXP. CO., LTD., XIAMEN TINTOP INDUSTRIAL CO., LTD, XINXIANG HITON TECHNOLOGY CO., LTD., XINXIANG QUCHUANG TOYS CO., LTD., XUZHOU ZIFEIYU IMPORT AND EXPORT TRADE CO., LTD., YINIJIN STORE, YIWU BAIGE CRAFTS CO., LTD., YIWU CHUANGYU ARTS AND CRAFTS CO.,LTD., YIWU HONGXIN TRADE CO., LTD., YIWU JIN'ANE-COMMERCE CO., LTD., YIWU LEADING IMPORT AND EXPORT CO., LTD., YIWU LIXUN TRADING CO., LTD., YIWU QINGRAN CHILDREN'S PRODUCT CO., LTD., YIWU QIUWEI ARTWARE CO., LTD., YIWU SHANGGU E-COMMERCE CO., LTD., YIWU WUQIU TRADING CO., LTD., YIWU ZHUOXUAN PLASTIC & SILICONE PRODUCTS CO., LTD., ZHAOQING ZHUOXING SILICONE PRODUCT CO., LTD., ZHEJIANG MULTISTAY INDUSTRY CO., LTD and ZHONGSHAN MX SILICONE RUBBER MODEL FACTORY,

Defendants

GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
Plaintiff or FoxMind	FoxMind Canada Enterprises Ltd.	N/A
Defendants	Changsha Fusheng Trading Co., Ltd., Changsha Runfeng Electronic Commerce Co., Limited, Changzhou Xichen Diao Textile Co., Ltd., Chengdu Lanpinsheng International Trade Co., Ltd., Chongqing Mengyigou Electronic Commerce Co., Ltd., Chongqing Zhengfeng Technology Co., Ltd., Cutiecare Store, Dong Guan Boutique Living Product Co., Ltd., Dongguan Bogao Silicone Products Co., Ltd., Dongguan City Rewin Gift Company Limited, Dongguan Meinuo Crafts Co., Ltd., Dongguan Qiaotou Dongshang Silicone Rubber Mold Products Factory, Dongguan Sancai Paper Co., Ltd., Dongguan Shengdao Silicone Rubber Products Co., Ltd., Dongguan Shero Sports Goods Co., Ltd., Dongguan Tianwei Precise Silicone Products Co., Ltd., Dongguan T-Nice Silicone Technology Co., Ltd., Dongguan Ustar Gifts Co., Ltd., Dongguan Wellfine Silicone Products Co., Ltd., Dongguan Xinyue Technology Co., Ltd., Dongguan Youhang Rubber & Plastic Products Co., Ltd., Dongguan Zhencai Trading Co., Ltd., Dongyang Ruifeng Commodity Co., Ltd., Foshan Janmart Decoration Materials Company Limited, Foshan Lqip Trading Co., Ltd., Foshan Quzhongdai Electronic Technology Co., Ltd., Fujian Tuojiang IOT Technology Co., Ltd., Guangzhou Rhing Trading Co., Ltd., Guangzhou Sunup Houseware Co., Ltd., Guangzhou Yimai Trading Co., Ltd., Haining Hongmo Technology Co., Ltd., Haining Jinhu Import & Export Co., Ltd., Hangzhou Dongwang Technology Co., Ltd., Hangzhou Tonghe Toys Co., Ltd., Hangzhou Watersy Houseware Products Co., Ltd., Hangzhou Yishang Clothing Co., Ltd., Hangzhou Zhulianbihe Cross Border E-Commerce Co., Ltd., Hangzhou Zirui Trading Co., Ltd., Henan 1st Century Robot Co., Ltd., Huizhou Dingli Silicone Rubber Products Co., Ltd., Huizhou Huayusi Technology Co., Ltd., Huizhou Suan Technology Co., Ltd., i am groot Store, Ji'an Zhicai Packing Products Co., Ltd., Jiangxi Ruida Shangdian Garment Co., Ltd., Jinhua Suoyi E-Commerce Co., Ltd., Jinhua Yifan Arts And Crafts Co., Ltd., Jinjiang Oden Import&Export	N/A

	<p>Co., Ltd, kezan Store, Kunshan Chuangheshuang Automation Equipment Co., Ltd., Mystical wisdo Store, Nanjing Litamei Environmental Protection Equipment Co., Ltd., Ningbo Beilun Happyfoam Craft Co., Ltd., Ningbo Seasons Import And Export Co., Ltd., Ningbo Vancham Bags & Gifts Co., Ltd., Ningbo Yinzhou Yuanjun Imp. & Exp. Co., Ltd., No Stress Store, Pop it official Store, Popfidget Toy Store, Protect Healthy Store, Quality boutique Store, Quanzhou Numberone Textile Technology Co., Ltd., Quanzhou Riquan Trading Co., Ltd., Shandong Runyang Supply Chain Management Co., Ltd., Shangcheng County Haibaoda Trading Co., Ltd., Shanghai Qichang Trading Co., Ltd., Shanghai Yexiang Network Technology Limited Company, Shantou City Chenghai Area Yicheng Toys Factory, Shantou City Longhu District I Want To Play Toy Wholesale Department, Shantou Hongtian Environmental Protection Technology Co., Ltd., Shantou Qilong Toys Co., Ltd., Shantou Sunyok Toys Technology Co., Ltd., Shenzhen Cymay Gifts & Packaging Factory, Shenzhen Dingfeng Chuangyi Technology Co., Ltd., Shenzhen Ekarich Industries Co., Ltd., Shenzhen Emiry Trading Company Ltd., Shenzhen Fandtai Technology Company Limited, Shenzhen Futian District Yidetong Trade Firm, Shenzhen Guangming Qiyehe Trading Firm, Shenzhen Hanwan Foreign Trade Co., Ltd., Shenzhen Haodaxin Technology Co., Ltd., Shenzhen Heng Yi Xin Technology Co., Ltd., Shenzhen Heng You Feng Electronic Technology Co., Ltd., Shenzhen Jing Tian Household Commodity Co., Ltd., Shenzhen Kaichuangtong E-Commerce Co., Ltd., Shenzhen Konsda Technology Co., Ltd., Shenzhen Laudtec Electronics Co., Ltd., Shenzhen Lengthkey Technology Co., Ltd., Shenzhen Merrycoo Industrial Co., Ltd., Shenzhen Mydear Silicone Product Co., Ltd., Shenzhen Pipibailv Technology Co., Ltd., Shenzhen Saiouer Technology Co., Ltd., Shenzhen Shengke Automation Equipment Co., Ltd., Shenzhen Smartibm Industry Co., Ltd., Shenzhen Taijixiang Technology Company Limited, Shenzhen UMKU Trading Co., Ltd., Shenzhen Xintu Silicone Rubber Products Co.,Ltd, Shenzhen Xiuwai Technology Co., Ltd., Shenzhen Yiyue Industry And Trade Co., Ltd., Shenzhen Youweiyoupin Tech Co., Ltd., Shenzhen Zhizhi Brand Incubation Co., Ltd., Shijiazhuang Cearth Imp & Exp Co., Ltd., Shijiazhuang</p>	
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	<p>Youen Technology Co., Ltd., Shop4426029 Store, Shop5132075 Store, Shop911134294 Store, Spec-Tech (xiamen) Co., Ltd., Taizhou Fu San Shu Handicraft Co.,Ltd., Utiller (Xiamen) Imp.&Exp. Co., Ltd., Weiqu Tongxun (Guangzhou) E-Commerce Co., Ltd., Wenzhou Times Arts&Crafts Co., Ltd., Wuhan Xingbo Technology Co., Ltd., Wuxi CHRT Electronic Technology Co., Ltd., Xiamen 10trees Network Technology Co., Ltd., xiamen gaoxincheng silicone company, Xiamen Gexuan Supply Chain Management Co., Ltd., Xiamen Goepp Network Technology Co., Ltd., Xiamen Hipie Industrial Co.,Ltd, Xiamen Lvbike Trading Co., Ltd., Xiamen My-Gift Technology Co., Ltd., Xiamen Sungran Imp. & Exp. Co., Ltd., Xiamen Tintop Industrial Co., Ltd, Xinxiang Hiton Technology Co., Ltd., Xinxiang Quchuang Toys Co., Ltd., Xuzhou Zifeiyu Import And Export Trade Co., Ltd., YINIJIN Store, Yiwu Baige Crafts Co., Ltd., Yiwu Chuangyu Arts And Crafts Co.,Ltd., Yiwu Hongxin Trade Co., Ltd., Yiwu Jin'an E-Commerce Co., Ltd., Yiwu Leading Import And Export Co., Ltd., Yiwu Lixun Trading Co., Ltd., Yiwu Qingran Children's Product Co., Ltd., Yiwu Qiuwei Artware Co., Ltd., Yiwu Shanggu E-Commerce Co., Ltd., Yiwu Wuqiu Trading Co., Ltd., Yiwu Zhuoxuan Plastic & Silicone Products Co., Ltd., Zhaoqing Zhuoxing Silicone Product Co., Ltd., Zhejiang Multistay Industry Co., Ltd and Zhongshan MX Silicone Rubber Model Factory</p>	
Defaulting Defendants	<p>Changzhou Xichen Diao Textile Co., Ltd., Chengdu Lanpinsheng International Trade Co., Ltd., Dongguan Zhencai Trading Co., Ltd., Dongguan Shero Sports Goods Co., Ltd., Dongguan T-Nice Silicone Technology Co., Ltd., Foshan Janmart Decoration Materials Company Limited, Foshan Quzhongdai Electronic Technology Co., Ltd., Guangzhou Sunup Houseware Co., Ltd., Haining Hongmo Technology Co.,Ltd., Hangzhou Tonghe Toys Co., Ltd., Hangzhou Yishang Clothing Co., Ltd., Hangzhou Zhulianbihe Cross Border E-Commerce Co., Ltd., Hangzhou Zirui Trading Co., Ltd., Henan 1st Century Robot Co., Ltd., i am groot Store, Ji'an Zhicai Packing Products Co., Ltd., Jinhua Suoyi E-Commerce Co., Ltd., kezan Store, Ningbo Seasons Import And Export Co., Ltd., Ningbo Vancham Bags & Gifts Co., Ltd., No Stress Store, Pop it official Store, Popfidget Toy Store, Quality boutique Store, Quanzhou Riquan Trading Co., Ltd., Shantou</p>	

	City Longhu District I Want To Play Toy Wholesale Department, Shantou Shengying Toys Co., Ltd., Shenzhen Cymay Gifts & Packaging Factory, Shenzhen Fandtai Technology Company Limited, Shenzhen Guangming Qiyehe Trading Firm, Shenzhen Hanwan Foreign Trade Co., Ltd., Shenzhen Heng Yi Xin Technology Co., Ltd., Shenzhen Konsda Technology Co., Ltd., Shenzhen Lengthkey Technology Co., Ltd., Shenzhen Smartibm Industry Co., Ltd., Shenzhen Taijixiang Technology Company Limited, Shenzhen UMKU Trading Co., Ltd., Shenzhen Yiyue Industry And Trade Co., Ltd., Shenzhen Youweiyopin Tech Co., Ltd., Shijiazhuang Cearth Imp & Exp Co., Ltd., Shop5132075 Store, Shop911134294 Store, Wuhan Xingbo Technology Co., Ltd., Xiamen 10trees Network Technology Co., Ltd., Xiamen Gexuan Supply Chain Management Co., Ltd., Xiamen Lvbike Trading Co., Ltd., Xiamen Tintop Industrial Co., Ltd., Xinxiang Hiton Technology Co., Ltd., YINIJIN Store, Yiwu Jin'an E-Commerce Co., Ltd., Yiwu Leading Import And Export Co., Ltd., Yiwu Lixun Trading Co., Ltd., Yiwu Qingran Children's Product Co., Ltd. and Yiwu Wuqiu Trading Co., Ltd.	
Alibaba	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
AliExpress	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
Sealing Order	Order to Seal File entered on January 26, 2022	Dkt. 1
Complaint	Plaintiff's Complaint filed on February 2, 2022	Dkt. 10
Application	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an	Dkts. 13-16

	order authorizing expedited discovery filed on February 2, 2022	
MOL	Plaintiff's Memorandum of Law filed in support of Plaintiff's Application	
Capon Dec.	Declaration of David Capon in Support of Plaintiff's Application	Dkt. 15
Ioannou Dec.	Declaration of Karena K. Ioannou in Support of Plaintiff's Application	Dkt. 16
TRO	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on March 18, 2022	Dkt. 18
PI Show Cause Hearing	May 11, 2022 hearing to show cause why a preliminary injunction should not issue	N/A
PI Order	May 13, 2022 Preliminary Injunction Order	Dkt. 6
User Account(s)	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Pop It Mark	U.S. Trademark Registration No. 6,183,005 for "POP IT!" for goods in Class 28	N/A
Pop It Products	A soothing tactile toy and smart bubble popping game designed to stimulate children's senses and develop logic and reasoning skills	N/A
Counterfeit Products	Products bearing or used in connection with the Pop It Mark, and/or products in packaging and/or containing labels bearing the Pop It Mark, and/or bearing or used in connection with marks that are confusingly similar to	N/A

	the Pop It Mark and/or products that are identical or confusingly similar to the Pop It Mark	
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants' Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
Defendants' Frozen Accounts	Defendants' Financial Accounts that were and/or are attached and frozen or restrained by the Financial Institutions pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this action	N/A
Plaintiff's Motion for Default Judgment	Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on November 30, 2023	Dkts. 721-75
Futterman Aff.	Affidavit by Danielle S. Futterman in Support of Plaintiff's Motion for Default Judgment	Dkt. 73

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Pop It Mark without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law and Affidavit of Danielle S. Futterman in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defendant, the Certificate of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) Judgment is granted in favor of Plaintiff on all claims properly pled against Defaulting Defendants in the Complaint;

II. Damages Awards

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be reasonable and Plaintiff are awarded Fifty Thousand Dollars (\$50,000.000) in statutory

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

damages against each of the fifty-four (54) Defaulting Defendants pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act, for a total of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) plus post-judgment interest;

III. Permanent Injunction

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees, and all persons acting in concert with or under the direction of Defaulting Defendants who receive actual notice of this Order are permanently enjoined and restrained from engaging in any of the following acts or omissions in the United States (with the exception of the acts and omissions described in paragraphs E and F below, which shall apply worldwide):

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Pop It Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Pop It Mark;
- B. directly or indirectly infringing in any manner Plaintiff's Pop It Mark;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Pop It Mark to identify any goods or services not authorized by Plaintiff;
- D. using Plaintiff's Pop It Mark and/or any other marks that are confusingly similar to the Pop It Mark on or in connection with Defaulting Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product

- manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities and Plaintiff;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defaulting Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.
- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiff's trademarks or other rights including, without limitation, the Pop It Mark, or bear any marks that are confusingly similar to the Pop It Mark pursuant to 15 U.S.C. § 1118;

- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including the Third Party Service Providers and Financial Institutions who satisfy those requirements and are identified in this Order, are permanently enjoined and restrained from:
- A. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defaulting Defendants' Frozen Assets from or to Defaulting Defendants' Financial Accounts; and
 - B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(3)(A) above.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers are permanently enjoined and restrained from:
- A. providing services to Defaulting Defendants, Defaulting Defendants' User Accounts and Defaulting Defendants' Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendants' User Accounts and Merchant Storefronts; and
 - B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(3)(B) and III(4)(A) above.

IV. Dissolution of Rule 62(a) Stay

- 1) IT IS FURTHER ORDERED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

V. Miscellaneous Relief

- 1) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 2) The Court releases the Five Thousand U.S. Dollar (\$5,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 1250, New York, NY 10165; and
- 3) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

SIGNED this 29th day of February, 2024.

A handwritten signature in black ink, reading "Vernon Broderick". The signature is written in a cursive, flowing style with a large initial "V".

HON. VERNON S. BRODERICK
UNITED STATES DISTRICT JUDGE